

Remarks

Claims 1-16 are canceled. Claims 17-37 are pending, of which Claim 17 is the sole independent claim. Claim 21 is amended for clarity. New Claim 37 is added.

Claims 17-36 are subject to a restriction requirement, which is respectfully traversed.

The applicable regulation is MPEP § 806.04(f), which states, "Claims to different species are mutually exclusive if one claim recites limitations disclosed for a first species but not a second, while a second claim recites limitations disclosed only for the second species and not the first. This may also be expressed by saying that to require restriction between claims limited to species, the claims must not overlap in scope."

Election is required between claims that recite, a "spun bonded" web for Species X, and a "carded" web for Species Y. However, the restriction requirement identifies no claims between which restriction is being required. The reason may be that not one claim is present wherein only species X or only species Y is recited. Thus an election between claims is not possible, for Species X and Species Y.

Claims 24 and 25 recite both species X and species Y in the same claim. Therefore, claims 24 and 25 overlap in scope and can not be restricted to one of either X or Y. Thus, the requirement for restriction between species X and species Y is traversed for being non-compliant with MPEP § 806.04(f). Moreover, Claims 24 and 25 are generic claims, since the claim recitals are generic to the limitations unique to respective Species #1, #2, A, B, X and Y.

The restriction requirement states, at page 2, lines 5-6, "It is noted that claim 28 is not generic to species Y." The Office Action does not point to the subject matter expressly recited in Claim 28. Instead, the Office Action discusses Claim 17 in support of the reason that Claim 28 is non-generic. It is not understood how a discussion of Claim 17 is relevant, since page 2, line 1, of the Office Action indicates that Claim 17 is generic. The restriction requirement, at page 3, lines 13-15, further discusses, "It is ... noted that ... a spun bonded web does not require a binder." Apparently, the Office Action attempts to explain that, since Claim 28 does not recite the limitation of a binder, then the claim can be read by inserting a limitation, "not requiring a

binder” so as to read Claim 28 on solely a species that does not require a binder, namely, a spun bonded web as in Species X. Accordingly, the Office Action deems Claim 28 as a non-generic claim by reading into the claim subject matter that is not recited in the claim, namely the subject matter, “not requiring a binder.” Claim 28 can not be read by inserting subject matter that is not recited in the claim. Accordingly, Claim 28 can not read on a limited number of species by inserting subject matter that is not recited in the claim. Instead, Claim 28 is a generic claim for what it expressly recites.

The restriction requirement identifies Species #1 for reciting, “uniting fibers of open mesh at intersections using an adhesive.” However, an “adhesive” is not a recited limitation in any of the claims reading on the concept of uniting fibers of open mesh at intersections. Accordingly, the Species #1 is not a valid species, and the restriction requirement is traversed.

The restriction requirement identifies Species #2 for reciting “uniting fibers of open mesh at intersections by fusing using heat.” However, no claims contain such a recital. Accordingly, the species is not a valid species, and the restriction requirement is traversed.

It is noted that Claim 20 recites, at lines 2 and 3 of the claim, “joining the sheathed glass fibers at intersection areas thereof within the open mesh.” Accordingly Claim 20 would be generic to Species 1 and 2 if such species were valid species. Moreover Claim 20, at lines 2 and 3, overlap the subject matter recited in Claim 19, at lines 2 and 3, namely. the subject matter, “joining the encapsulated glass fibers with a binder at intersection areas thereof within the open mesh.” According to MPEP § 806.04(f), restriction is not permitted between claims that overlap in scope.

It is noted that claim 21 recites, at lines 4 and 5 of the claim, “joining the sheathed glass fibers at intersection areas thereof within the open mesh.” Accordingly Claim 21 at lines 4 and 5 would be generic to Species 1 and 2 if such species were valid species. Moreover Claim 21, at lines 4 and 5, overlap the subject matter recited in Claim 19, at lines 2 and 3, namely the subject matter, “joining the encapsulated glass fibers with a binder at intersection areas thereof within

the open mesh.” According to MPEP § 806.04(f), restriction is not permitted between claims 19, 20 and 21 that overlap in scope.

The species #1, #2, X and Y are invalidly declared species, for the reasons presented above. The only valid species are Species A and Species B. Claim 20 is readable on Species A. Claim 21 is readable on Species B. Accordingly, Claims 21 and 22 are directed to only two species that are subject to a restriction requirement. 37 C.F. R. 1.141 provides that an allowable generic claim may link a reasonable number of species embraced thereby. A reasonable number must include two linked species, namely Species A and Species B.

Applicant hereby elects to prosecute species B with Claim 21 readable thereon. Moreover, Claim 21 overlaps with subject matter of Claim 19, as explained above, such that restriction between Claims 21 and 19 can not be made according to MPEP § 806.04(f). New linking claim 37 overlaps the subject matter of Claims 20 and 21 and is readable on the elected species.

Claims 17, 18, 22-27, 30, 31 and 34 are indicated as being generic at page 3, line 5 of the Office Action. Moreover, additional Claims 29, 32, 33, and 35-37 are generic. To prove that such additional claims are generic, a key word search on the pending claims was conducted by computer for the words, “adhesive” (species 1), “fuse”, “fusing” or “heat” (species 2), “coextruding” (species A), “wrapping” (species B), “spun bonded” (species X) and “carded web” (species Y). None of the key words appeared in such additional claims, which proves them to be generic claims. Moreover, the additional claims were read in their entirety for the presence or absence of the species as identified in the Office Action.

Examination of the claims is requested.

Conclusion

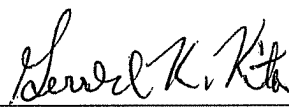
In view of the Amendment to claim 21, the addition of new claim 37, the election with traverse in response to the restriction requirement, and the Remarks supporting patentability of the claims, allowance is requested.

The Commissioner is hereby authorized to charge any fees associated with this communication or credit any overpayment to Deposit Account No. 04-1679.

Respectfully submitted,

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Date: November 15, 2006

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